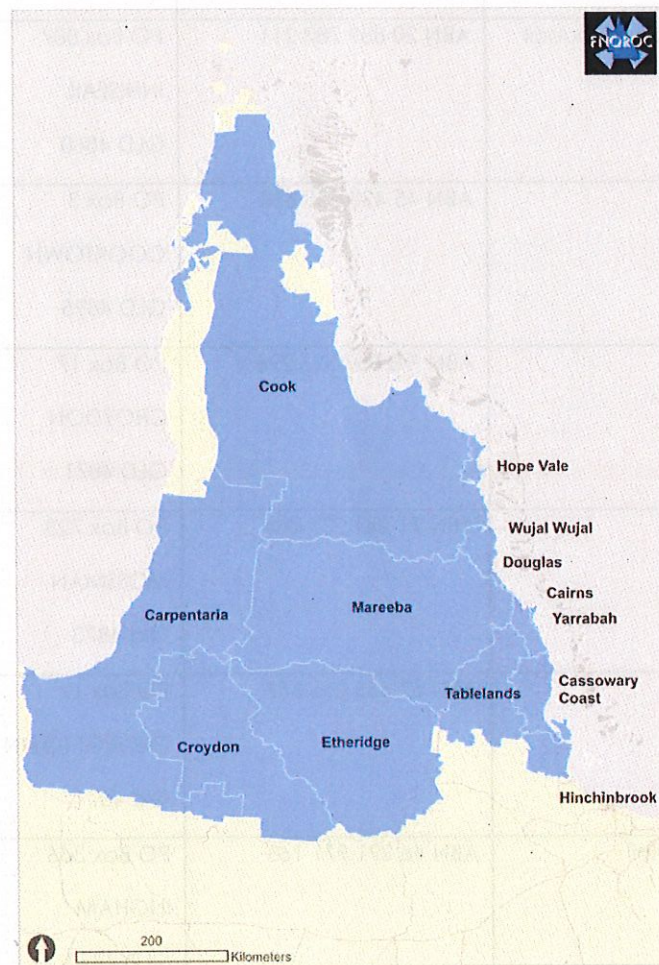


Memorandum of Understanding

for the purpose of

REGIONAL RESOURCE SHARING IN JOINT OPERATIONS (Natural Asset Management, Animal Management & Wildlife Stewardship)



Between FNQROC member councils



Far North Queensland Regional Organisation Of Councils

THIS MEMORANDUM OF UNDERSTANDING is made:

BETWEEN:

Cairns Regional Council	ABN 24 310 025 910	PO Box 359 CAIRNS QLD 4870
Carpentaria Shire Council	ABN 59 242 797 822	PO Box 31 Normanton Qld 4890
Cassowary Coast Regional Council	ABN 20 889 787 211	PO Box 887 INNISFAIL QLD 4860
Cook Shire Council	ABN 45 425 085 688	PO Box 3 COOKTOWN QLD 4895
Croydon Shire Council	ABN 98 659 525 296	PO Box 17 CROYDON QLD 4871
Douglas Shire Council	ABN 71 241 237 800	PO Box 723 MOSSMAN Qld 4873
Etheridge Shire Council	ABN 57 665 238 857	PO Box 12 GEORGETOWN Qld 4871
Hinchinbrook Shire Council	ABN 46 291 971 168	PO Box 366 INGHAM QLD 4850
Hope Vale Aboriginal Shire Council	ABN 46 485 582 013	C/o Hope Vale Post Office HOPE VALE Qld 4895
Mareeba Shire Council	ABN 39 114 383 874	PO Box 154, MAREEBA QLD 4880

Tablelands Regional Council	ABN 77 642 342 175	PO Box 573 ATHERTON QLD 4883
Wujal Wujal Aboriginal Shire Council	ABN 57 237 799 120	Wujal Wujal Via CAIRNS Qld 4870
Yarrabah Aboriginal Shire Council	ABN 30 977 526 871	C/-Post Office YARRABAH QLD 4871

UNDER THE GUIDANCE OF the:

FAR NORTH QUEENSLAND NATURAL ASSET MANAGEMENT ADVISORY COMMITTEE. (FNQNAMAC)

the

FNQ ANIMAL MANAGEMENT TECHNICAL COMMITTEE (FNQ AMTC)

and

FAR NORTH QUEENSLAND REGIONAL ORGANISATION OF COUNCILS. (FNQROC)

BACKGROUND

The development of partnerships and resource sharing within the FNQ region is integral to the ongoing regional capacity and service delivery in the field of natural asset and animal management. The culture of resource sharing is well developed within the FNQROC region with significant achievements in sharing common planning tasks, strategic directions and funding priorities. Since 2009 councils have been participating and contributing resources across councils to deliver strategic and regionally significant natural asset management outcomes under the precursor of this agreement. The inception of the regional Animal Management Technical Committee identified the opportunity for the region to further expand the regional resource sharing MOU to include the areas of operation relevant to the FNQROC Animal Management & Wildlife Stewardship Policy Framework.

The well-established taskforce model enables collaboration across councils in order to deliver large scale and complex works in a short space of time. This allows significant projects to be undertaken which would otherwise not be possible within the time or resource constraints of an individual council.

Sharing resources has multiple benefits during these transactions which include;

- Sharing of technical expertise and providing training opportunities for operational staff,
- Promoting education and awareness of locality/district specific issues, and
- Enabling individual councils to undertake larger, taskforce based activities when required.

The ongoing delivery and expanded scope of the regional resource sharing will continue to develop and improve;

- Regional capacity to respond in the event of a disaster response,
- Early detection and rapid response to new and emerging threats,
- Investment in development and trial of new plant, equipment and technical expertise,
- Increase opportunities for staff development and subsequent retention of regionally skilled staff,
- Opportunity to resolve resource intensive issues which may be beyond the capacity of individual councils, and
- Provide opportunity to operate in partnership with other agencies and organisations for mutual benefit and for benefit of the region.

This Memorandum of Understanding (the 'MOU') aims to assist in the implementation of the:

- [Our natural assets - regional strategic framework](#)
- Regional Weed Spread Prevention Strategy
- [Regional Tramp Ant Response Plan](#)
- Local Government Disaster Natural Asset Management Code of Practice and relevant Local Government Biosecurity plans and Action Plans
- [Animal Management & Wildlife Stewardship Policy Framework](#)

This MOU has been developed in consultation with member councils of the FNQROC, the FNQ NAMAC and the FNQ AMTC.

OBJECTIVES

This MOU identifies the process for sharing and reporting on the regional sharing of resources for the purpose of the following collaborative operations between local governments:

- a) Provision of assistance in the event of a natural disaster or emergency response,
- b) Operational taskforces for the delivery of a specific management outcome, and
- c) Management and maintenance of shared plant and equipment on a pro-rata usage basis.

IT IS AGREED -

1. PRINCIPLES

The parties have agreed on the following principles for this MOU:

- 1.1 The successful sharing resources across the region requires a fair and equitable system for accounting of resources allocated and received to ensure transparency and value for all participants.
- 1.2 The spirit of sharing of skills and resources is in the best interests of all and is integral to maintaining and delivering a high standard of service to our community.
- 1.3 Ongoing consultation between the parties is required on any new issues arising from shared resource operations and will be resolved through the FNQ NAMAC and FNQ AMTC.
- 1.4 Resource sharing can be conducted in any context of delivering Natural Asset Management, Animal Management & Wildlife Stewardship, including but not limited to; invasive plant and vertebrate pest management, domestic animal/stock management, wildlife stewardship/management, landscape rehabilitation and revegetation, mapping, survey and extended survey operations and spread prevention measures.
- 1.5 The respective technical committee will determine and agree to proposed taskforce or MOU related activities which will be conducted via an EOI process as a scheduled agenda item within the FNQ NAMAC and the FNQ AMTC.
- 1.6 FNQROC will maintain required templates for the delivery of the MOU in consultation with the FNQ NAMAC and the FNQ AMTC.

2. ROLES AND RESPONSIBILITIES

- 2.1 During the term of this MOU each party shall act in good faith and use its best endeavours to undertake and complete the Roles and Responsibilities contained in in this MOU.

3. COMMENCEMENT OF MOU

- 3.1 This MOU will commence on the later date of signature by all parties and will continue in force for a period of ten (10) years, or until party/ies agree to an earlier termination date in writing.

4. LEGAL EFFECT

- 4.1 The Parties agree that nothing in this MOU except for this Clause 4 is intended to be legally binding.

5. VARIATION TO MOU

- 5.1 This MOU constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in this MOU.
- 5.2 This MOU can be amended or varied at any time if in writing and signed by all parties.

6. EVALUATION AND REVIEW

- 6.1 Representatives from all parties will annually from the date of signing evaluate and review the effectiveness and suitability of this MOU. This review will be conducted as a scheduled agenda item within the FNQ NAMAC and the FNQ AMTC.
- 6.2 A regional record of resource sharing projects produced at the conclusion of each project and will be accessible to all signatories and updated in time with each FNQ NAMAC or FNQ AMTC cycle.

7. RESOLUTION OF DISPUTES

- 7.1 Any disputes in relation to this MOU will be submitted as a notice in writing to the FNQROC Executive Officer who will forward to the elected secretary of the FNQ NAMAC or FNQ AMTC and resolved within the agenda of the next scheduled meeting.
- 7.2 If the parties fail to resolve the dispute within 1 month of the agenda item, a mediator agreed between the parties will be appointed to resolve the dispute.
- 7.3 For the purposes of this clause 7, a dispute will have arisen between the parties when a party gives notice to that effect to the other party as outlined in 7.1

8. NOTICES

8.1 Notices must be in writing and may be delivered by email, by prepaid postage or by hand to the parties at the address specified in Clause 9 or other address subsequently notified by a party to the other. Notices will be deemed to be given –

- (a) two (2) days after deposit in the mail with postage prepaid;
- (b) Immediately upon delivery by hand;
- (c) Immediately upon delivery by email.

9. ADDRESSES FOR NOTICES

FNQROC Executive Officer

Post: PO Box 359
CAIRNS, QLD 4870

Email: d.irvine@fnqroc.qld.gov.au

SIGNATORIES

Name: BOB MANNING signature  date 16/10/2019

Organisation: Cairns Regional Council
Position:

Name: JACK BAWDEN signature  date 16/10/2019

Organisation: Carpentaria Shire Council
Position: MAYOR

Name: TOM W. REYNOLDS signature  date 16/10/2019

Organisation: Cassowary Coast Regional Council
Position: MAYOR

Name: Peter Scott signature  date 16/10/2019

Organisation: Cook Shire Council
Position:

Name: JUNE PEARSON signature  date 16/10/2019

Organisation: Hope Vale Croaydon Shire Council
Position:

Name: Trevor Pickering signature  date 16/10/2019

Organisation: Croydon Douglas Shire Council
Position:

Name: JULIA LEU signature  date 16/10/2019

Organisation: Etheridge Shire Council
Position: Douglas

Name: WARRICK J. JAMES signature  date 16/10/2019

Organisation: Hinchbrook Shire Council
Position: Etheridge

Name: Ramon Jayo.....signature..........date 25/10/2019
Hinchinbrook

Organisation: ~~Hope Vale~~ Aboriginal Shire Council
Position:

Name: Toni Calkin.....signature..........date 16/10/2019

Organisation: Mareeba Shire Council
Position:

Name: José Paronella.....signature..........date 16/10/2019

Organisation: Tablelands Regional Council
Position: MAJOR.

Name: DESMOND TAYLOR.....signature..........date 16/10/2019

Organisation: Wujal Wujal Aboriginal Shire Council
Position: Mayor

Name: Rosi Akwasi.....signature..........date 16/10/2019

Organisation: Yarrabah Aboriginal Shire Council
Position: